

Memorandum of Agreement (MoA)

Concerning the application for and execution of Collaborative Research Centre 1148
*Ecological and Social Systems at the Indian Rural-Urban Interface: Functions, Scales and
 Dynamics of Transition*

between

The Indian partners¹

University of Agricultural Sciences Bangalore (UASB), represented by Dr. H.V. Nanjappa (Registrar UASB), Indian Council of Agricultural Research (ICAR) & National Institute of Animal Nutrition and Physiology (NIANP), represented by Dr. C.S. Prasad (Director NIANP)

and the German partners

Universität Kassel (UK), represented by the President Prof. Dr. Rolf-Dieter Postlep, Mönchebergstraße 19, 34109 Kassel

and

Georg-August-Universität Göttingen/ Georg-August-Universität Göttingen Stiftung Öffentlichen Rechts (hereinafter: "UGOE"), each represented by the President Prof. Dr. Ulrike Beisiegel, Wilhelmsplatz 1, 37073 Göttingen,

wish to agree to the following:

The University of Agricultural Sciences Bangalore (UASB) as the coordinator of the Consortium of two Indian partner institutions: UASB and Indian Council of Agricultural Research (ICAR) / National Institute of Animal Nutrition and Physiology (NIANP) (hereinafter referred to collectively as the Indian Partners) and UK and UGOE (hereinafter referred to as the German Universities), together hereinafter referred to individually and collectively as Party/Parties;

Desiring to strengthen scientific research, exchange, knowledge sharing, and teaching cooperation based on the principle of non-commercial mutual benefit and to develop research projects under this cooperation of the Indian Partners and the German Universities as part of this MoA.

Bearing in mind the Agreement on Scientific Co-operation between the Deutsche Forschungsgemeinschaft (DFG) and the Department of Biotechnology of India (DBT), signed on 25 October 2012.

¹ Other partners of the CRC 1148 who are not part of the National Agricultural Research System (NARS) in India will be invited to sign similar agreements as need arises.

Referring to the Convention on Biological Diversity that has been signed and ratified by The Government of India on 18 February 1994 and by The Government of Germany on 21 December 1993.

Pursuant to the prevailing laws and regulations in India and in Germany, as well as the procedures and policies of both governments concerning international scientific and technological cooperation,

Have agreed as follows:

Article 1

Objective

1.1 The objective of the research cooperation under this Memorandum of Agreement (hereinafter referred to as MoA) is to promote mutual scientific research, exchange knowledge sharing, and teaching cooperation and to develop scientific capabilities of the Indian and German Partners within the prospective Collaborative Research Centre 1148 with the topic ["Ecological and Social Systems at the Indian Rural-Urban Interface: Functions, Scales and Dynamics of Transition"], hereinafter referred to as CRC 1148, for which funding is to be sought from the German Deutsche Forschungsgemeinschaft (DFG).

1.2 All Partners of this MoA agree that this agreement is subject to a respective fully successful proposal to the DFG awarding the required funds for the CRC 1148 and therefore shall come into effect on the day after the date of receipt of the award letter by the German universities involved in the CRC 1148. In case the award letter should deviate partially from the proposal, the Partners will negotiate in good faith on how to proceed with the implementation of the CRC 1148 and/ or necessary amendments of this MoA as well as a new respective effective date for the MoA.

1.3 The subprojects of CRC 1148 aim at collecting and compiling extensive datasets. Concerning the amount of effort and time required for obtaining the research data and its scientific significance within and beyond CRC 1148, this data is fundamental for achieving the objectives of CRC 1148 and other projects working towards sustainable development. The interdisciplinary focus of CRC 1148 offers opportunities for collaborative research across Indian and German subprojects. To take full advantage of synergies and gain a wider interdisciplinary understanding of critical issues, the sharing and collaborative use of research data is crucial for the CRC 1148.

Article 2

Joint Research Activities

Joint research activities on CRC 1148 will include the following scientific project groups in the area of agriculture and related fields:

1. Research in relation to *Production* (hereinafter referred to as Group A)
2. Research in relation to *Exchange* (Group B)
3. Research in relation to *Theory and Cross-Sectoral Approaches* (Group C)

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Article 3
Scope of Activity

The activities to be conducted as mentioned in Article 2 shall include, but are not limited to:

1. Exchange of researchers and graduate students from India, Germany and other countries potentially included within the CRC 1148. The number of researchers or graduate students to be exchanged and other related issues will be mutually determined and agreed by both parties on a case-by-case-basis and enough in advance to facilitate visa and research formalities.
2. Exchange of scientific materials, publications, and information.
3. Joint scientific meetings.
4. Joint fund raising for related activities from public and private sources.
5. Joint research and development in all research areas covered by the CRC.
6. Other activities mutually agreed upon by the Parties.

Article 4
Contribution of the Parties

In accordance with the prevailing laws and regulations in both countries involved, and subject to the availability of funds, the Indian and the German Partners shall:

1. Provide facilities for the execution of the joint research activities.
2. Assign qualified researchers, graduate students, and technicians for the implementation of activities under this MoA.
3. Provide supports for other activities agreed upon by the Partners such as but not limited to invitation letters for visa, residence and research permits.

Article 5
Funding System and Mechanism

5.1 Funding for activities CRC 1148, especially for administrative support, infrastructure and research is to come from the German DFG (stipulating its legal financial agreements, disbursement mechanism and accounting procedures according to the approved proposal) on the one hand, and Indian funding sources such as DBT (stipulating their legal financial agreements, disbursement mechanism and accounting procedures according to approved proposals) on the other hand.

5.2 The Parties acknowledge and are aware of the fact that each funding from national sources requires compliance with the funding principles/ guidelines of the funding situation. The Parties therefore agree that nothing in this Agreement shall require a Party to breach any such funding principles. In case funds shall be transferred from one funded Party to another Party of this Agreement within the CRC 1148, details thereof shall be governed in a separate written financial agreement taking into account the requirements issued by the respective funding institution.

Article 6
Duties of the Parties

In accordance with the prevailing laws and regulations in both countries involved and subject to the approval of the CRC 1148 and the availability of funds,

A. The Indian Partners shall:

1. Assist in arranging the necessary permits for the approved German personnel for the purpose of entering and leaving India whenever necessary.
2. Assist in following the legal procedures of both countries.
3. Facilitate import of scientific equipment free of tax and duties according to prevailing regulations.

B. The German Partners shall:

1. Provide advice and help to the approved personnel of the Indian Partners concerning the necessary permits for the purpose of entering and leaving Germany whenever necessary (i.e., invitation letters, recommendations).
2. Support fundraising activities for the collaboration.

Article 7

Access to Research Material and Locations

7.1 In the implementation of the Joint Research Program under this MoA, the Parties will respect the principles given in the Convention on Biological Diversity ("CBD") concerning research materials (particularly concerning samples of soils, plants and animals, live or dead) and the locations related to genetic resources and traditional knowledge associated with genetic resources (hereinafter "GR and TKGR").

7.2 The Parties will meet all legal requirements for the MTA.

Article 8

Genetic Resources and Traditional Knowledge Associated with Genetic Resources

The parties commit themselves to pursue their best endeavours to respect the Convention on Biological Diversity in the conduct of the joint activities under this agreement, particularly as regards possible benefit sharing with a view to local communities and GR and TKGR holders, and particularly ensuring that:

1. The Parties shall recognize the value of genetic resources and traditional knowledge associated with genetic resources (hereinafter referred to GR and TKGR), and recognize the rights of GR and TKGR holders;
2. The Parties shall protect GR and TKGR against misuse and misappropriation, including the misuse for commercial purposes.
3. Any collection, use or utilization (including commercialization) of GR and TKGR in an unfair or illicit manner, is considered as a 'Wrong Do' and to the extent applicable, will be treated under the laws of the Republic of India and Germany;
4. Compliance with the obligations referred to in clause (3) of this Article, means that each Party shall respect and protect intellectual property of GR and TKGR in the location.,
5. Any GR and TKGR access to and use of each Party in the implementation of this Partnership Agreement will require permit approval from the relevant authorities. Parties should ensure that local communities should be informed prior to agree to the access to resources and information;
6. To the extent GR and TKGR are exploited for any commercial purposes in the conduct of activities under this Memorandum of Agreement, the Parties shall provide, where applicable, for respective GR and TKGR holders to be involved in contractual relations to ensure, where necessary, for benefit-sharing in compliance with the Convention on Biological Diversity;

7. The benefits of protection of local GR and TKGR include a fair and equitable sharing of benefits arising from commercial use of GR and TKGR in industry.

Article 9

Transfer of Research Materials

9.1 Research materials are collected materials in the projects which will be defined in the material transfer agreement (MTA) template to be negotiated and drawn up separately between the Parties of this CRC 1148 and which shall be applicable for each material transfer between the Parties.

9.2 Transfer of any research materials collected by all project members and to be used in the Joint Research Program shall in principle be made in compliance with the CBD and Nagoya Protocol guidelines.

9.3 The Parties will form a team to monitor the compliance to regulation for the transfer process of the research materials. The monitoring team will be comprised of representatives from the Indian and German Partners.

9.4 For *plant and soil samples* all efforts will be made to analyse these in India. Wherever this is not possible, samples will be analysed in Germany following all regulatory procedures.

Article 10

Intellectual Property Rights, Results, Publication and Data Storage

10.1 Intellectual Property Rights

Any Intellectual Property Rights (IPR) brought by the Parties for the implementation of activities under this MoA shall remain the property of that Party. Further details as to Intellectual Property Rights, if appropriate, shall be governed in the respective separate agreements specifying the activities taken under this MoA. The Parties agree that no warranty or representation of any kind is made or given by the Parties concerning the absence of any infringement of any proprietary rights of any third party, particularly no warranty is given that the IPR brought or the results achieved are free from third party rights. For the avoidance of doubt, each Party shall be solely liable for the use of another Party's information or data. However, to the extent legal protections to the contrary or infringements of third party rights are known to the Party that brought IPR for the implementation of activities under this MoA, said party shall be obliged to immediately inform the other Parties.

10.2. Ownership of Data/ Intellectual Property

10.2.1. Own Intellectual Property

All data, results and other intellectual property, whether capable of industrial protection or not, which is generated exclusively by one Partner under the activities within this CRC 1148, shall be owned exclusively by this Partner.

Each Partner hereby grants the other Partners a royalty-free right to use such intellectual property for non-commercial purposes (excluding third-party research) for the duration of the CRC 1148.

10.2.2 Joint Intellectual Property

All data, results and other intellectual property, whether capable of industrial protection or not, which is generated jointly by two or more Partners under the activities within the CRC 1148, shall be owned jointly by those Partners according to their share or contribution.

Each Partner of such joint IP hereby grants the other joint Partners a royalty-free right to use such intellectual property for non-commercial purposes (excluding third-party research) for the duration of the CRC 1148.

10.2.3 Commercial use of IP

The Partners agree that both in cases of own or joint IP, the use after the duration of the CRC 1148 or the use for commercial purposes shall be subject to a separate written agreement laying down allocation of rights and conditions of use thereof.

10.2.4 For the avoidance of doubt, all Partners agree that the data management within this CRC 1148, as laid down in detail in Article 10, shall be implemented in compliance with paragraph 2.

10.3 Utilization

The utilization of the object of the research and their findings under this MoA outside the territories of the Republic of India and Germany by one of the Parties requires prior written approval from the other Parties on a case-by-case basis.

10.4 Disclosure of Data

The Parties agree that all data and/ or information of whatever kind and in whatever form that is disclosed by one Party to another/ the other Parties and that is marked explicitly as confidential in writing by the disclosing Party shall be treated as confidential and may not be disclosed to any other Party. For the avoidance of doubt, if either Party wishes to disclose such confidential data and/or information to any other Party or to any third Party, such disclosure requires the prior written consent from the other Party.

10.5 Further Use of Data

Referring to clause no. 4, the Parties are entitled to use the results of their scientific cooperation for further educational and scientific purposes, including the right to publish the results following the regulations stipulated below.

10.6 Consultation towards Data Publication

Prior to the publication of any written, audio visual and/or information technology material connected with or resulting from the CRC 1148, the Parties shall consult with the principle investigators concerned and the coordinators regarding the form and substance. Wherever possible and appropriate, publication shall be developed as joint publication with significant scientific contribution of both parties and with recognized authorship according to the appropriate share on the publication and in respect to good scientific practice. The publication initiating party shall inform the other party about intended manuscript, in order to give the other party the opportunity to contribute to draft the publication jointly. In case of the other party can or will not contribute to such publication in an appropriate manner, it must be declared in written form to the initiator in due time. An author will have modified publication rights if he/she does not publish the data within 3 (three) years after their collection, however in each case in compliance with applicable copyright laws and rules for good scientific practice.

10.7 Publication outlets

1. All Parties will strive to publish scientific results in peer-reviewed journals, books and conference proceedings; proper consideration of authors' and co-authors' rights will be

ensured. Given the interdisciplinary nature of the project activities, co-authorship of publications is strongly encouraged. Thereby internationally recognized standards for authorship and sequence of authors such as laid down by the International Committee of Medical Journal Editors (<http://www.icmje.org/icmje.pdf>) are accepted by all Parties.

2. The Parties acknowledge that all publications must acknowledge as follows: "The data were compiled within the Collaborative Research Centre 1148 "Ecological and Social Systems at the Indian Rural-Urban Interface: Functions, Scales and Dynamics of Transition" funded by the German Research Foundation (DFG) and the Indian Department of Biotechnology (DBT) or other donors as appropriate (see also 13.3).

10.8 Original Data Records

All Parties are required and shall take reasonable steps to ensure that their researchers keep full records (hand-written and in digital format) of their experiments including a protocol and the original and derived datasets (including evaluations and graphics) obtained to guarantee full traceability of the data for 10 years after collection.

10.9 Duration

Termination of this MoA shall not affect rights and/or obligation under this Article during 5 (five) years after such termination.

10.10 Access rights

All Parties and their CRC 1148 members have the right to access all research data in order to carry out their own research within CRC 1148 and to achieve the objectives of CRC 1148.

The Parties shall prevent third parties from gaining access to the database by applying reasonable measures of protection and will not provide research data to third parties without the prior written consent of the other Parties. The CRC 1148 Information System will automatically trace all downloads of a given data set. All metadata will be publicly available on the CRC 1148 homepage or the CRC 1148 Information System. CRC 1148 members should in most cases have access to all research data within the CRC 1148 Information System via the person who has generated the data (data creator). The Principal Investigators of the data creator's subproject will be informed about the request. A request for access to research data shall be treated preferentially.

The data creator is responsible for determining the point of time at which their research data will be internally available (without the need of a formal request) and publicly available within the CRC 1148 Information System. Data creators are encouraged to make their data internally and publicly available within the CRC 1148 Information System. At the latest, all research data will be automatically made internally available 12 months after their collection. All data will be available according to the "Recommendations for Secure Storage and Availability of Digital Primary Research Data" (Deutsche Forschungsgemeinschaft, January 2009)

http://www.dfg.de/download/pdf/foerderung/programme/lis/ua_inf_empfehlungen_200901_en.pdf

10.11 Rights of Authorship

The access, use, and transfer of any research data must be in accordance with the MoA. In so far as research data are subject to copyrights/ authorship rights, such rights must be respected. Authorship shall be determined by reference to national and international best practice in the sciences (see e.g. the internationally recognized standards for authorship and sequence of authors such as laid down by the International Committee of Medical Journal Editors (<http://www.icmje.org/icmje.pdf>) and relevant standards regarding good academic practice and in accordance with copyright laws. The Parties are aware that though all data and results shall be jointly owned by the Parties, the right of first publication of research data remains with the Party whose CRC member has generated the data (data creator). Certain types of data have legal access restrictions, e.g., information related to threatened and endangered species or any data classified as confidential, such as personal data. If such data is held in the CRC 1148 Information System, all legal restrictions will be enforced. Access to and use of such data is limited to forms that do not violate applicable laws and regulations.

10.12 Data Deposition and Storage

All data sets will be stored with information about who collected them, about which version of the data is being used, and the date of the latest update. In the interest of collaborative research and the objectives of CRC 1148 the Parties shall ensure that data creators are required to provide CRC 1148 with metadata on research data and to submit data to CRC 1148's Information System in due time (12 months after data collection / creation). Wherever possible, metadata must be submitted before the beginning of data collection. The metadata shall comply with the structure provided by CRC 1148's Information System. Changes to research data or metadata must be updated in the CRC 1148 Information System. A final version including research data and metadata must be deposited in parallel to submitting the dissertation in case of doctoral researchers in compliance with university regulations (in other cases, a final version must be deposited upon the finalization of other research outputs or the termination of the employment contract).

At the end of a particular subproject, a project phase, or the entire CRC 1148, including in the case of early termination, the Parties and their CRC 1148 members must submit to the CRC 1148 data bases with all research data, metadata, and relevant information for specific use at the latest at the due date of the final report for the specific project phase. For the avoidance of doubt, in case of the termination of the entire CRC 1148, the parties of the MoA will agree on a mechanism for data exchange and storage of collected data. They may decide on appropriate measures to be taken including but not limited to transfer data management to third parties or public authorities of India and/ or Germany.

All time frames for data delivery come into effect as soon as this MoA is ratified and the CRC 1148 information system provides the functions necessary for the data delivery. The Principal Investigators of subprojects are responsible for ensuring the data delivery within the period stipulated. If there are legitimate reasons, the Principal Investigators of the subproject in which the particular data was collected can request an extension of the timeframes as described in this paragraph. Decisions concerning such extensions will be made by a Data Management Board that will be appointed by the CRC 1148. Data creators must deliver research data and metadata in an appropriate form according to common standards and good academic practices. For appropriate forms, the INF Project of the CRC 1148 can be consulted. All research data and metadata will be stored at UASB / ICAR-NIANP

and at UGOE (here acting also on behalf of UK) in a data storage system with two mirror servers and an appropriate hierarchy of access rights where all data (with their respective metadata and experimental setup information) are to be stored to guarantee author rights and continued data access to all Parties for up to 10 years after the CRC 1148 has ended. The mirroring will be on a regular basis. Additional mirror servers within the CRC 1148 are in principle possible and subject to a separate decision by the CRC 1148. The access to the mirrored data at the mirror server(s) will be read-only. Changes to research data, metadata and access rights shall be made at both servers together. All rules and restrictions in this Agreement and the access rights set within the CRC 1148 Information System apply equally to all servers.

10.13 Data Use

The use of unpublished data or data not released under a license specifying the terms of use, that are generated within this CRC 1148 must always be based on an agreement between the Party employing the data creator ("Data Creator") and the Party employing the data user ("Data User"). The following procedure shall be implemented between the Parties:

- 1) The Data User informs the Data Creator about the intended use.
- 2) The Data Creator provides the Data User with a written agreement in which the involvement in the use of the data is regulated. Agreements on co-authorship of publications must be in accordance with clause 10.11 and are accepted by all Parties. The Data Creator informs the Principal Investigators of his or her subproject about the agreement.
- 3) The Data Creator grants access to the requested data to the Data User. This ensures that the exact data version used can be documented.
- 4) Before anything is submitted for publication, the Data Creator and the Principal Investigators of the related subprojects must be informed.
- 5) All permissions given concerning the access and use of research data must be documented.
- 6) Publications must acknowledge as follows: "The data were compiled within the Collaborative Research Centre 1148 "Ecological and Social Systems at the Indian Rural-Urban Interface: Functions, Scales and Dynamics of Transition" funded by the German Research Foundation (DFG) and the Indian Department of Biotechnology (DBT) or other donors as appropriate.
- 7) The use of research data is limited to scientific and non-commercial use. For an exception of this limitation, explicit permission must be sought from the Data Management Board, which will consider the view of the data creator and of the Principal Investigators of the respective projects. All exceptions must be in accordance with the MoA and Article 3 (restrictions and conditions) and applicable copyright laws.
- 8) Use of data by third parties may be granted upon prior request from same. The Data Management Board decides on those requests, which will consider the view of the Data Creator and of the Principal Investigators of the respective projects. The use of this research data by authorized third parties shall be subject to a separate written agreement with such third party, to respect rights and interests of the other parties and of CRC 1148 members in accordance with the MoA and Article 3 (restrictions and conditions).
- 9) Any dispute or difference regarding access or use of research data will be moderated by the Data Management Board. The Data Management Board will take appropriate

decisions on a case-by-case basis. The Data Management Board may also adjudicate on these disputes or may refer the involved parties to appropriate authorities such as the Scientific Ethics Committee of Universität Kassel and the Ombuds Committee of UGOE and well as respective committees at UASB.

Article 11
Insurance

To the extent the Parties are legally responsible for their staff, the Parties shall take all reasonable steps to ensure that adequate travel, health, accident and third party insurance for the project staff (MSc students, PhD students, post-doctoral scientists and senior scientists) is maintained in order to safeguard the implementation of the Project. The Parties must take the necessary provision to protect the CRC 1148 as such from calamity claims of all sorts by taking necessary insurance in advance.

Article 12
Anti-Discrimination

Within the scope of their cooperation, all Parties pledge do their best to strive for equal rights of both genders and to foster a stimulating working atmosphere of positive curiosity without discrimination for race, religious or political belief system, sex or class. Particular attention shall be given to empower young scientists and potentially underprivileged groups.

Article 13
Applicable Law/ Settlement of Dispute

The Parties agree that in consideration of the Indian-German collaboration and the contributions and efforts of the Parties, the Parties acknowledge that nothing in this MoA shall be deemed to require a Party to breach any national laws under which the Party is operating and that all efforts made within this CRC 1148 have to ensure compliance with both national laws under which the Parties are operating. Every effort shall be made to settle any dispute arising out of the interpretation or implementation of this MoA amicably and outside of the courts by consultation or negotiation between the Parties.

Article 14
Notice

Any notice, request or other communication to be given or served pursuant to this Agreement shall be in writing and dealt with as follows:

1. If given to the Indian Partners – marked for the attention of MoA for the Indian University Consortium representative:
Prof. Dr. Chinnappa B. V. Reddy – Indian coordinator of the CRC 1148

2. If given to UK – marked for the attention of MoA for UK:
Prof. Dr. Andreas Buerkert – Co-Speaker CRC 1148

3. If given to the UGOE – marked for the attention of MoA for UGOE:
Prof. Dr. Stephan von Cramon-Taubadel – Co-Speaker CRC 1148

Article 15

Amendments, Duration and Termination

15.1 Any amendment to this MoA can only be made in writing by mutual consent of the Parties.

15.2 The MoA shall come into effect on the day as indicated in clause 1.2 and be valid for a period of 5 (five) years and can be extended or renewed in writing by mutual consent of the Parties, unless one of the Parties notifies in writing of its intention to terminate this MoA at least 6 (six) months in advance.

The termination of this MoA shall not prejudice the completion of any on-going programs that have been agreed upon by the Parties.

Article 16

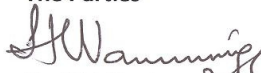
Severability / Salvatory Clause


Should any clause of this Agreement be illegal, invalid or unenforceable, in whole or in part, under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of this Agreement, and the Parties shall in good faith attempt to substitute a legal, valid and enforceable provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.


IN WITNESS THEREOF, the undersigned, the Authorized Representatives, have signed this **MoA**

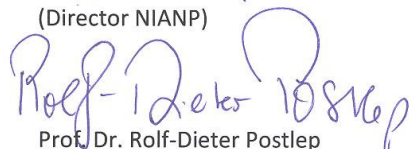
Signed at Bangalore, on 26 February 2014, in twelve (12) original copies in English language, all twelve copies being equally authentic.


The Parties

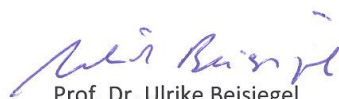

Dr. H.V. Nanjappa ^{26/2/2014}
(Registrar UASB)


Prof. Dr. B.V. Chinnappa Reddy ^{26/2/14}
(Coordinator of CRC 1148 in India)


Dr. C.S. Prasad ^{26/2/2014}
(Director NIANP)


Prof. Dr. Rolf-Dieter Postlep
(President UK)


Prof. Dr. Andreas Buerkert
(Co-Speaker CRC 1148 in Germany)


Prof. Dr. Ulrike Beisiegel
(President UGOE)
Framework Agreement for CRC 1148


Prof. Dr. Stephan von Cramon-Taubadel
(Co-Speaker CRC 1148 in Germany)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

University of Agriculture Sciences, Bangalore, India (UAS)

AND

Georg-August-Universität Göttingen, Germany (GAUG)

This agreement is made and entered into by and between University of Agriculture Sciences, Bangalore, India (UAS) and Georg-August-Universität Göttingen, Germany, (GAUG) establishing the basis for their further cooperation in accordance with the following:

1. Partnership Coordinators

Each of the parties will appoint a partnership coordinator to facilitate the communication between the respective Faculties.

For Georg-August-Universität Göttingen:	Dr. Uwe Muuss
For UAS Bangalore	Dr. B. V. Chinnappa Reddy

When a new partnership coordinator is appointed, all involved personnel must be informed as soon as possible. The validity of the contract is untouched by the change.

2. Faculty Exchange

The partners will notify each other of the proposed faculty to be exchanged in the calendar year. The Partner universities may help faculty to secure financial assistance from the third party funding. The sending institution will assist matters for travel and accommodation for their staff. The host university will assist in locating accommodation.

3. Student Exchange

The partners will exchange up to 5 students per academic year. The aim is to have a balanced exchange over a period of five years.

No tuition shall be charged by either partner to students admitted as exchange students. However, a nominal administrative fee may be charged. The obligation to pay other public dues or duties remains unaffected.

Students must complete one semester at their home university before becoming eligible for an exchange semester. The exchange of a student is limited to a period not exceeding two semesters; the period of exchange must be approved by both institutions.

The parties agree in principle to recognize credits earned at the host university by the home university; details shall be defined in a "learning agreement".

All travel and accommodation costs as well as any incidentals are to be financed by the students themselves. The host university will provide help in locating accommodation and will provide counsel on the subjects to be studied.

4. Projects

If the partners are involved in projects, details of monetary and scientific involvement shall be defined in a written protocol and shall function as an integral part of this MoU.

5. Funding

All activities are subject to the availability of adequate funding. Neither partner shall be held in breach of the agreement, if unforeseen circumstances prevent it from participating in any activity previously agreed on.

6. Compliance with laws

Both parties will mutually assist and cooperate to ensure that the activities to be carried out under this MOU comply with all applicable laws.

7. Effective Date and Duration

The MoU will become effective for five years starting from the date of the last signature. It will be renewed automatically unless one party notifies the other in writing two months before the end of the contract's term that the contract shall be severed. Ongoing projects and exchanges shall remain unaffected by this termination.

8. Amendment of MOU

No amendment to this MOU shall be valid unless the same is made in writing jointly by the Institutions or their authorized representatives and specifically stating the same to be an amendment to this MOU.


In witness of the terms of this Agreement, and intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

**University of Agriculture Sciences
Bangalore, India**

**Georg-August-Universität Göttingen
Göttingen, Germany**


Registrar 26/2/2014


Prof. Dr. Ulrike Beisiegel
President


Dr. B. V. Chinnappa Reddy
Project Head


Dr. Uwe Mauss
Director-International Office

26/02/2014
Date

26/02/2014
Date